

# COMMERCIAL TENANCY APPLICATION

**Item**

## Item Schedule

### 1. PREMISES / LEASE DETAILS

Address of Premises: .....

Lease Commencement Date: ..... / ..... / ..... Lease Term: .....

Annual Rent: ..... **incl. / excl. / plus** GST Monthly Rent: ..... **incl. / excl. / plus** GST

Security Deposit: ..... **Total amount payable on signing of Lease:** .....

Fixtures/Fittings/Chattels: .....

Proposed Uses of Premises: .....

Car parks Provided:  Yes  No Number allocated: ..... Area of Premises: ..... m<sup>2</sup>

### 2. APPLICANT/S DETAILS *Note: If insufficient room list additional applicants on separate Applicant Detail Sheets*

**2.1** Name: .....

Address: .....

Phone: ..... Mobile: ..... Email: .....

Date of Birth: ..... / ..... / ..... Driver's Licence No.: ..... State of Issue: .....

**2.2** Name: .....

Address: .....

Phone: ..... Mobile: ..... Email: .....

Date of Birth: ..... / ..... / ..... Driver's Licence No.: ..... State of Issue: .....

### 3. APPLICANT'S BUSINESS

Company Name: ..... ACN: .....

Trading As: ..... ABN: .....

Registered Address: .....

Primary Trading Address: .....

Business Description: ..... Business Experience: ..... years

Other Trading Locations: .....

**Solicitor:** ..... Phone: .....

**Business Banker:** ..... Phone: .....

### 4. APPLICANT'S TENANCY HISTORY

**4.1** Current Trading Address: .....

Period of Occupancy: ..... Rent: ..... per **Week / Fortnight / Month / Annum**

Reason for leaving: .....

Landlord/Agent Details (if applicable) Name: ..... Phone: .....

**4.2** Have you ever been evicted from a premises?  Yes  No

### 5. APPLICANT'S PROPERTIES

**5.1** Address: .....

Market value (estimate): \$ ..... Monies owing (estimate): \$ .....

**5.2** Address: .....

Market value (estimate): \$ ..... Monies owing (estimate): \$ .....

### 6. OWNERS / PARTNERS / DIRECTORS (GUARANTOR/S)

	Name	Position	Address	Phone
1.				
2.				
3.				
4.				

**7. APPLICANT'S CREDIT HISTORY**

7.1 Creditor: ..... Loan Amount: ..... Loan Period: .....

7.2 Creditor: ..... Loan Amount: ..... Loan Period: .....

7.3 Are you currently in debt to any landlord or agent?  Yes  No

**8. LANDLORD / LANDLORD'S AGENT**

Name: **Black and Young Commercial P/L Black & Young Real Estate Commercial** ABN: **79115937909**  
Address: **1/18 Park Avenue** Phone: **( 07 ) 5520 2811**  
**Burleigh Heads QLD 4220** Fax: **( 07 ) 5576 5188**  
Email: **comm@blackandyoung.com.au** Mobile: .....

**9. BUSINESS REFEREES** (All Referees should not be related to you)

1. .... Phone: ..... Relationship: .....  
2. .... Phone: ..... Relationship: .....  
3. .... Phone: ..... Relationship: .....  
4. .... Phone: ..... Relationship: .....

**10. EMERGENCY CONTACT**

**Note: Required to contact you as a matter of urgency and your normal contact details are not responding.**

**Next of Kin:** ..... Phone: .....  
Address: ..... Mobile: .....  
**Other:** ..... Phone: .....  
Address: ..... Mobile: .....

**11. ADDITIONAL CONDITIONS**

[Empty box for additional conditions]

**12. SIGNATURES**

By signing below the Applicant confirms its Application to lease the Premises on the terms set out in this Commercial Tenancy Application which Application is inclusive of the terms and conditions of the proposed Commercial Lease.

**Applicant (1) Signature:** ..... **Date:** ..... **Applicant (2) Signature:** ..... **Date:** .....  
..... / / ..... / / .....

## Terms of Application

### 1. Applicant's Warranty

The Applicant/s warrant/s:

- (1) the details provided are true and correct.
- (2) no Applicant is bankrupt or insolvent.

### 2. Applicant/s Agree/s

The Applicant/s agree/s:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) on acceptance of this Application by the Landlord being notified to the Applicant, verbally or in writing, the Applicant/s will lease the Premises from the Landlord on the basic terms and conditions in accordance with this Application and a Lease prepared at the direction of the Landlord on Terms and Conditions satisfactory to both parties.
- (3) upon the signing of the Lease, to pay the amount in Item (1) (total amount payable on signing of Lease) by a method acceptable to the Landlord/Landlord's Agent. Such payments to be cleared funds prior to occupancy.
- (4) the Applicant will forthwith upon receipt of same, sign the Commercial Lease.
- (5) this Commercial Application, unless accepted, creates no contractual or legal obligations between the parties.
- (6) where, without fault on the part of Landlord/Landlord's Agent, the Premises are not available on the due date, no action shall be taken against the Landlord/ Landlord's Agent provided rent and outgoings will not be payable until the Premises are available.
- (7) that the Landlord/Landlord's Agent are not required to give an explanation to the Applicant/s for any application not approved.
- (8) if accepted, the Applicant/s will be required to obtain all permits necessary for the proposed use of the Premises from the relevant authorities and the Applicant/s confirm the Landlord/Landlord's Agent has given no warranty as to the suitability of the Premises for the permitted use.
- (9) this Commercial Tenancy Application is not for the use of a Retail Tenancy.
- (10) representations or warranties expressed or implied, not contained within this Application or the Lease Contract itself, are void and unenforceable and shall not form part of the Lease.

### 3. Privacy Statement

- 3.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- 3.2 The Privacy Policy outlines how the Landlord's Agent collects and uses personal information provided by you as the Applicant/s, or obtained by other means, to assess your Application for a commercial lease and provide the services required by you or on your behalf.
- 3.3 You as the Applicant/s agree to further assess your Application, the Landlord's Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
  - (1) the Landlord as Owner of the Premises to which this Application applies; &/or
  - (2) tenancy databases for the purpose of confirming details in your Application and enabling a proper assessment of the risk in providing you with the Lease; &/or
  - (3) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of works with respect to the Premises; &/or

- (4) previous managing agents and nominated Referees to confirm information provided by you; &/or
- (5) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; &/or
- (6) Body Corporates

3.4 Without provision of certain information the Landlord's Agent may not be able to act effectively or at all on the Landlord's behalf as a result of which your Application may not be acceptable to the Landlord.

3.5 The Applicant/s have the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

3.6 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

### 4. Notes to Applicant/s

The following documents form part of this Application:

- (1) Item Schedule & Terms of Application
- (2) Terms of Lease
- (3) any additional Applicant Details Sheet/s (if more than 2 Applicants)
- (4) any other annexure and/or special conditions as provided by the Landlord's Agent.